

9 September 2024



Electricity Authority  
By email: [ccc@ea.govt.nz](mailto:ccc@ea.govt.nz)

## **Waipā Networks submission on the Proposed Consumer Care Obligations**

Waipā Networks welcomes regulation that aims to protect consumers and improve service delivery. As a consumer trust-owned Distributor, we believe we have consumers interests at heart as well as the broader community we serve. We thank you for the opportunity to make a submission regarding the proposed Code amendments.

Q14. Do you have any feedback on the proposed Code obligations for distributors?

### **Clause 42: Restriction on disconnection for non-payment by distributor**

Most Distributors, including Waipā Networks, have an interposed arrangement for distribution services where these are billed to the Retailer. This clause therefore needs revision to clarify that it refers only to Distributors who have a direct billing relationship with consumers for the provision of distribution services.

### **Clause 58: Retailer's obligations to share information about medically dependent consumers**

This clause refers to the use of the "relevant EIEP" for the Retailer to provide information about Medically Dependent Consumers to Distributors. The relevant EIEP in this case is EIEP4, which is not currently mandated by the Electricity Authority. As such, Waipā Networks receives files from Retailers that vary significantly in terms of accuracy, format and frequency, and in the case of some Retailers, no files at all. We believe that EIEP4 should be mandated to ensure this clause can be relied upon. Furthermore, the data quality issue should be addressed through the participant audit process where Retailers processes for maintaining EIEP4 fields, particularly those relating to Medically Dependent Consumers, are regularly audited.

### **Clause 69: Distributor's obligations in event of emergency situation**

Waipā Networks understands the intent of the clause, which is to give consumers opportunity to prepare to be without power before the disconnection occurs. The very nature of emergency situations however is that time is of the essence and in the case of electrical emergencies the focus is on protecting persons or property from imminent damage. There would be very few situations, if any, where an emergency was occurring and we would have opportunity to visit individual premises to discuss the circumstances before the power was disconnected. In the case of Medically Dependent Consumers, their individual emergency response plan (referred to in the clause) should already have them prepared for unplanned outages as these can occur at any time. For individual emergency response plans, we therefore believe emergency situations should be treated in the same way as unplanned outages and no prior notice should be expected. We note the clause reads "if practicable and if there is sufficient time" however as there would be few if any cases where this would be achievable, we recommend the clause is removed altogether to avoid providing a false expectation.

### **Clause 70: Coordinating planned service interruption or electrical disconnection**

With regards to 70 (1), we believe this clause is redundant as EIEP5A is mandated and used for the provision of planned outage information from distributors and retailers. We are concerned with (2) and (3) as it is not practicable to consult with Retailers regarding a change in date or (in particular) time. Waipā Networks uses its best endeavours to ensure planned outages occur as stated however

there are a significant number of variables that can lead to changes at short notice. These include adverse weather, equipment issues or third-party interactions. Sometimes outages start slightly later, finish earlier or later, or the notified alternative date/time is required to be used. Consultation is problematic as Waipā Networks works with approximately 20 Retailers with customers on our network and could not logistically consult those affected, particularly for outages affecting large numbers of customers. We believe the clauses should be reworded so that distributors are required to "advise" Retailers rather than "consult".